RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION) Dealer Number Contract Number Filed 12/16/20 Entered 12/16/20 14:45:15 Exhibit Buyer Name and Address Including County and Zip Code) HAROLD GUIDO Promissory Note and Security Agreement and Notice of Lien Pg 1 of 3 Ballwin, MO 63011 Vou, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we' or "us" in this contract) has mount Financed and Finance Charge in U.S. Iunds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract. New/Used Year Odometer Vehicle Identification Number USED 2016 63,382 2FMPK4AP2GBB55830 agricultural FEDERAL TRUTH-IN-LENDING DISCLOSURES
FINANCE
CHARGE
The dolar
are diversely view of crost you.

To you or on your behalf. Pay Book 960 27,755.99 18.410 18,641,53 46,397.52 \$ 48,397.52 Check the Insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both

Credit Disability: Buyer Cq-Buyer Both Your Payment Schedule Will Be When Payments
Are Due

Monthly beginning
12/15 nsurance Company Name ..... Or As Follow Home Office Address .... Late Charge. If a payment is not received in full within 15 days after it is due, you will pay a late charge 5% of the part of the payment that is late. If the payment due is \$25 or less, the maximum late charge will b \$50. Otherwise, the maximum charge will be \$25 and the minimum charge will be \$70. Prepayment. If you pay early, you will not have to pay a penalty. Security Interest. It is one gripping a section ly interest in the varietie being purchased. Security Interest. You do not you gray a section is section to more information including information about nonpayment obtault, any required repayment in this before his schedules due and occurry interest. Credit file insurance and credit disability insurance are not in required to delain credit thur decision to sky or not buy credit in the insurance and credit shall be searched and the last slots and the insurance and credit disability susuance shall not be a fourth you sign and signe to pay the earth cost! If you choose the insurance, the cost a scheme in least 4 of the insultance of the control insurance and the insultance is allowed any survey or has cost and they make the present position of the insurance date of the insultance is allowed in protections of the cost of the cost of the cost of the cost of the insurance date and core any accesse in your payment or in and credit disability insurance of the cost of position of the first insurance and cost of the insurance and control cost of the insurance is about below. ITEMIZATION OF AMOUNT FINANCED Vehicle Cash Price (including S \_\_\_\_\_\_sales tax) Other Optional Insurance N/A Type of Insurance 
 Other
 N / A

 Other
 N / A

 Other
 N / A

 Total Cash Sale Price
 Insurance Company Name \_ Home Office Address N/A N/A 26,399.99 N/A Type of Insurance Trade-in (Year) N/A Gross Trade-In Allowance Less Pay Off Made By Seller Home Office Address Equals Net Trade in + Cash + Other 24,399.99 N/A Date N/A N/A N/A Co-Buyer Signature
Vou have a right to cancel credit insurance within 15 days of buying it and receive a full refund or credit for the credit insurance premium.
THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LEABILITY FOR BODILY INJURY ON PROPERTY DAMAGE CAUSED TO OTHERS. Optional Gap Contract
Government Taxes Not Included in Cash Price N/A Government Jaxes ivoi illiciouse il occidente Government License and/or Registration Fees N/A OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(les) for the term(s) and charge(s) G Government Certificate of Title Fees

H Other Charges (Seller must identity who is paid and any PROTECTIVE VPPs 2,500.0

36 Mos. or 2,500 Miles

N/A \$ N/ describe purpose.) to PROTECTIVE VPP for SERVICE CONTRACT 2.500.00 N/A Returned Check Charge: You agree to pay a charge of \$ \_\_\_\_\_ if any check you give us is dishonored or any OPTIONAL GAP CONTRACT. A gap contract (sieb) cancellation contract is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a gard of this contract. WESTERN DIVERSIFIED
Name of Gap Contract Name of Gap Corrisot

Buyer Signary

You have a right to cancel a gap contract within 15 days of buying it and receive a full refund or credit for the charge of the gap OPTION: 
You pay no finance charge if the Amount Financed, item 5, is paid in full on or before 
N/A , Year \_N/A-SELLER'S INITIALS \_ NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge. See back for other important agreements.

Notice to the Buyer.

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Under the law you have the right to pay off in advance the full amount due and to obtain a partial contract you sign. Under the refund of the finance charge.\* "If the "Amount Financed" exceeds \$57,200 or if the vehicle is primarily for other than personal, family or house hold use, the finance charge is also the time price differential. on under charge is also the time price differential. You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse earlier, but the contract is signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs \*\*

Date 11/04/19Co-Buyer Signs \*\*

N/A

Date 11/04/19Co-Buyer Signs \*\*

On the time of the contract is a person whose rame is on the title to the which is a person whose rame is on the title to the provides but does not have to pay the date. 
 Other owner signs here X
 N/A
 Addres

 Seller signs
 HW KIA OF WEST COUNTY
 Date 11/04/19<sub>By</sub> X
 TOTO (N) Seller assigns its interest in this contract to SANTANDER CONSUMER USA

Savigned with rocourse XX Assigned without recourse (assignee) under the terms of Seller's agreement(s) with Assigne HU KTA OF WEST COUNTY

ORIGINAL LIENHOLDER

### FINANCE CHARGE AND PAYMENTS

MINDER CHARGE AND PAYMENTS

AND THE PROVIDE AND LIGHT STATES AND APPLIED TO THE PROVIDE APPLIED TO THE PROVI

you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing, You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to epope the vehicle to misuse, repair bills, storage helic, or this contract without our written permission. You agree not to epope the vehicle to misuse, repair bills, storage helist, taxes, finas, or charges on the vehicle, you agree to repay the amount when we ask for it.

5. Executify Interest.

You give us a security interest in:

The vehicle and all parts or goods put on it.

All money or goods received (proceeds) for the vehicle.

All insurance, maintenance, service, or other contracts.

All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be used to the secure of the process of or damage to the vehicle for the terifice.

You agree to have physical damage insurance covering loss, of or damage to the vehicle for the terifice.

You agree to have physical damage insurance or overing the survance way unknown of the providing way the vehicle.

You agree to have physical damage insurance or overing the providing us with evidence of the insurance over any daim that is made against you in connection with the vehicle, You may let a cancel any ins

me vehicle.
What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charge, you agree that we may subtract the refund from what you over

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
a. You may owe late charges, You will pay a late charge on each late payment as shown on the front Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payment or mean that you may keep making late payment or mean that you may keep waking late payment or mean that you may keep to pay all you owe at once. If you have to have a fare we give you ary notice the law-requires. Default means:

\* You do not make any payment withen due: or

\* You do not make any payment withen due: or

requires. Default means:

\*You do not make any payment when due; or

\*You start a proceeding in bankruptcy or one is started
against you or your property; you give false, incomplete,
or misleading information on a credit application; or you
break any agreements in this contract; except that we
will only treat these events as defaults if they
will only treat these events as defaults if they
ance, or the ability to realize upon the collateral.
The amount you will owe will be the unpaid part of the
Finance Charge, any late charges, and any amounts due
because you defaulted.

interest at a rate not exceeding the highest lawful rate until you pay.
What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearmed charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearmed charges to reduce what you owe.

WARRANTIES SELLER DISCLAIMS

WARRANTIES SELLER DISCLAIMS
Unless the Selter makes a written warranty, or enters into-a service contract, the Selter makes a written warranty, or enters into-a service contract, the Selter makes a owarranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of flines for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contract information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guis pars compradores de vehiculos usados. La Información que ve en el formulario de la ventanilla para este vehiculo forma parte del presente contrato. La información del formulario de la ventanilla deja sin etecto toda disposición en contrario contenida en el contrato de venta.

SERVICING AND COLLECTION CONTACTS
You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dailing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

APPLICABLE LAW
Federal law and the law of the state of Missouri apply to this

This provision applies only if the vehicle will be used for personal, family or household purposes.

Inis provision applies only if the vehicle will be used for personal, tamily or household purposes.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (horrower(s)) and but (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this we reach covering such matters are contained in this property of the complete and exclusive statement of writing to monthly its writing to monthly its

which is the complete and activative statement of the agreement between us, except as we may later agree in writing to mode and poles only if the vehicle is used for business or agricultural purposes.

Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (horrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS ON SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DESTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contrinact any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

# ARBITRATION PROVISION PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. It federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is not subject to binding arbitration and host aclass action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1638 Transdway, 10th Floro, New York, New York 1019

Not any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Selier-Oreditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitration or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay way be reintrused in whole or in part by decision of the arbitrator if the arbitration tries that any of your claims is frivous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awared by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any arbitration and brinding on a parties, subject to any, limited right to appeal under the Federal Arbitration Act.

any immedingn to appeal under the Federal Arbitration Act...
You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you not we waive the right to arbitrate by using self-help remedies, such as repossession, or by filling an action to recover the vehicle, to recover a deficiency balance, or for individual injurictive relief. Any court having jurisdiction may enter judgment or the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable if a valver of class action rights is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

## **EXHIBIT 1 - PAGE 2 OF 3**

Case 20-45516 Doc 11-1 Filed 12/16/20 Entered 12/16/20 14:45:15 Exhibit Missodropoissorm Notice of Lien Pg 3 of 3 PO Box 3355

Jefferson City, MO 65105-3355

Santander Consumer PO Box 961288 Ft Worth, TX 76161

You have successfully filed a Notice of Lien with the following information:

### Owner Information

Harold Guido

Owner

DLN/FEIN Number

**Unit Description** 

Vehicle Type Passenger Vehicle

Make FORD Year 2016

VIN/HIN 2FMPK4AP2GBB55830

Purchase Date 11/04/2019

Lien Date

Net Price \$0

Lien Information

Lienholder Type Finance Company

Lienholder ID Number

Control Number

Santander Consumer Lienholder PO Box 961288

Ft Worth, TX 76161

Future Advances No Refinance or No Change Of

Ownership

Filing Information

NOL File Date 11/15/2019

Fee \$6.00

Office Number

This is your receipt - Please print this page for your records.

Print

No